

A. G. Contract No. KR97 2562TRN  
ADOT ECS File: JPA 97-193  
Project: P0500 02P  
Section: FY97 - 98 Don't Drive  
1 in 5 Promotional Campaign

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
MARICOPA COUNTY  
REGIONAL PUBLIC TRANSPORTATION AUTHORITY

THIS AGREEMENT is entered into 21 January 1998  
pursuant to Arizona Revised Statutes Section 11-952 through 11-  
954 as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
REGIONAL PUBLIC TRANSPORTATION AUTHORITY, acting by and through  
its Executive Director (the "RPTA").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-401 and 28-334 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The RPTA is empowered by Arizona Revised Statutes  
Section 48-5122, 48-5123 and 28-8133 to enter into this agreement  
and has authorized the undersigned to execute this agreement on  
behalf of the RPTA.

3. The federal government has made funds available to the  
State for the use of RPTA for urban travel reduction efforts.  
The State and the RPTA desire to define their respective  
responsibilities relating to the transfer of up to \$35,000.00  
thru the State to the RPTA and the expenditure thereof for the  
Don't Drive 1 in 5 Promotional Campaign.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

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NO. 22161

Filed with the Secretary of State

Date Filed: 01/21/98

Betty Bayless

Secretary of State

By: Wicky Greenwood

## II. SCOPE

### 1. The State will:

Provide the RPTA Federal Planning and Research and State funds in the amount of up to \$35,000.00, on a monthly cost reimbursement basis for activities performed directly relating to the program during the period 1 October 1997 through 30 September 1998. Retain the option to review and approve any subcontracts and progress/final reports.

### 2. The RPTA will:

a. Develop, implement and promote activities, materials and/or events in direct support of the program, generally in accordance with Exhibit A, which is attached hereto and made a part hereof. Provide the required \$8,750.00 match and apply funding to program work activities. Comply with all applicable Federal and State laws, rules and regulations.

b. Promote public awareness of the pollution reduction benefits of using various alternative modes of transportation, other than the single occupant motor vehicle.

c. Invoice the State for reimbursement no more often than monthly, supported by narrative reports, in a total amount not to exceed \$35,000.00. During September 1998, provide a final report summarizing the then-current program, significant program results, FY-97-98 program campaign events and results, the public relations conducted or accomplished, and RPTA's evaluation and recommendations for the future program. Send reports to ADOT, Transit Branch, 206 S. 17th Avenue, Mail Drop 340B, Phoenix, AZ 85007.

## III. MISCELLANEOUS PROVISIONS

1. The primary interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the RPTA by reason of State and Federal law under which funds for the activities are authorized to be expended.

2. This agreement shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the State.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Regional Public Transportation Authority  
Executive Director  
302 N. 1st Avenue Suite 700  
Phoenix, AZ 85003


9. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

REGIONAL PUBLIC  
TRANSPORTATION AUTHORITY

STATE OF ARIZONA  
Department of Transportation

By   
G. KENNETH DRIGGS  
Executive Director

By   
JAY KLAGGE, Director  
Transportation Planning

RESOLUTION

BE IT RESOLVED on this 298th day of October 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Maricopa County Regional Public Transportation Authority the purpose of defining responsibilities for the FY97-98 Clean Air Force Campaign.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.



DAVID ALLOCCO, Manager

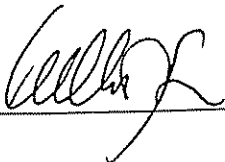
Engineering Technical Group  
for Larry S. Bonine, Director

JPA 97-193

APPROVAL OF THE MARICOPA COUNTY  
REGIONAL PUBLIC TRANSPORTATION AUTHORITY ATTORNEY

I have reviewed the attached proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the REGIONAL PUBLIC TRANSPORTATION AUTHORITY and declare this agreement to be in proper form and within the powers and authority granted to the Authority under the laws of the State of Arizona.

DATED this 14th day of December, 1997.

  
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## Scope of Work

### RPTA / 1997-98 Clean Air Campaign

**Task 1: Develop Materials for Clean Air Campaign**

The RPTA will develop promotional kits for the Clean Air Campaign that are mailed to over 1,200 employers involved in the Trip Reduction Program three times this year. Materials will include a newsletter to Transportation Coordinators about "what's in this kit" and other information about the campaign; posters; flyers and other pertinent information .

**Task 2: Media Relations and Events**

The RPTA will develop several media events designed to educate the public about the benefits of alternative modes of transportation and alternate work schedules including telecommuting and encourage participation. Events will include a Rideshare Week in November, a Transit event in February and a Bike Week in March. Press releases will be prepared and sent to the media about significant activity and/or newsworthy information becomes available.

**Task 3: Advertising**

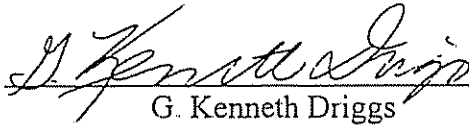
The RPTA will place advertising through it's advertising and public relations firm during the winter CO and particulate pollution season. Paid television and radio advertising will placed for maximum exposure to reach the peak period commuters, especially women.

**Task 4: High Pollution Advisory Notification**

The RPTA will notify by fax all employers (currently over 700) when a "High Pollution Advisory" is declared by Maricopa County. The employers are encouraged to post these notices and they are designed to encourage employees to refrain from using fireplaces and to carpool, take the bus, or work at home on the following day when air quality is forecast to possibly exceed federal ambient air quality standards.

BE IT RESOLVED on this day, that I, the undersigned G. Kenneth Driggs, as Executive Director of the Regional Public Transportation Authority, have determined that it is in the best interests of the Regional Public Transportation Authority, to enter into an agreement with the Arizona Department of Transportation, Highways Division, for the purpose of defining responsibilities for the FY 98 Clean Air Campaign.

Dated this 17th, day of December, 1997

By:   
G. Kenneth Driggs  
Executive Director  
Regional Public Transportation Authority



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-2562TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE January 12, 1998.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/9817

Enc.